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2008 Nov 14 01:57 PM

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D208427835

3 Pages



Suzanne Henderson

AMENDMENT TO OIL AND GAS LEASE**STATE OF TEXAS §****KNOW ALL MEN BY THESE PRESENTS:****COUNTY OF TARRANT §****L0209793**

For the sum of ten dollars and other good and valuable consideration paid to the undersigned, the receipt and sufficiency of which are hereby acknowledged and in consideration of mutual covenants and benefits arising hereunder, the undersigned do hereby Amend that certain Oil and Gas Lease made and entered into between Roy E. English, located at 26 Forest Drive, Mansfield, Texas 76063 (hereinafter referred to as "Lessor"), and CHESAPEAKE EXPLORATION, L.L.C., an Oklahoma limited liability company, successor by merger to CHESAPEAKE EXPLORATION L.P. an Oklahoma limited partnership, whose address is P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496 (hereinafter called "Lessee"), effective January 11, 2007, as described in that Memorandum of Paid up Oil and Gas Lease, filed May 22, 2007 as Instrument No. D207176174 recorded in the Official Public Records of Tarrant County, Texas regarding the following described lands as follows:

2.000 GROSS ACRES AND 2.000 NET ACRES, MORE OR LESS, BEING ALL THAT CERTAIN LAND IN THE HIRAM LITTLE SURVEY, A-930 IN THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN A SPECIAL WARRANTY DEED DATED MAY 18, 1995, RECORDED IN VOLUME 11973, PAGE 29 IN THE OFFICIAL DEED RECORDS OF TARRANT COUNTY, TEXAS.

Notwithstanding the provisions in the Lease, Exhibits Addendums and/or previous Amendments, the Units pooled for oil and gas hereunder as defined and set out in Section 5 Pooling of the Lease shall be amended from "shall not exceed 150 acres" to now read "shall not exceed 220 acres".

Lessee also makes part of this amendment and hereby agrees that within twelve months thereof, a minimum of five (5) new wells will be drilled in the pooled unit subject to the above lease. Lessee's failure to do so shall void this Amendment.

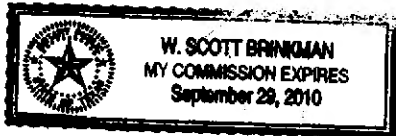
If there is any conflict between the Lease provisions, Exhibits, Addendums and/or previous Amendments, then the provisions in this Amendment prevail.

D208427835

ACKNOWLEDGMENTS

**STATE OF TEXAS
COUNTY OF TARRANT**

This instrument was acknowledged before me on this 7th day of November 2008 by Roy E. English.



W. Scott Brinkman
Notary Public, State of Texas

**STATE OF OKLAHOMA
COUNTY OF OKLAHOMA**

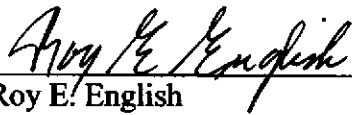
This instrument was acknowledged before me on this 14th day of November 2008 by Henry J. Hood, Sr. Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C., an Oklahoma Limited Liability Company.



Brenda L. Johnson
Notary Public, State of Oklahoma

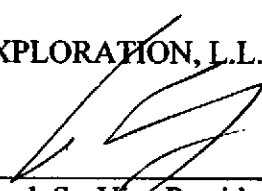

IN WITNESS WHEREOF, this Amendment is executed by each of the undersigned as of the date such execution is acknowledged, but the same shall be effective for all purposes as of the date of the Lease.

LESSOR:

By: 
Roy E. English

LESSEE:

CHESAPEAKE EXPLORATION, L.L.C.

By:  
Henry J. Hood, Sr. Vice President – Land
and Legal & General Counsel

Record & Return to:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154